

QUITCLAIM DEED WITH COVENANT

Easement

011536

Village Green Manufactured Home Community Partnership, a Maine partnership with its principal office in Skowhegan, Somerset County, Maine, for consideration paid, grant to **Willard J. Shirley, Jr.** of Waterville, Kennebec County, State of Maine, with quitclaim covenant, an Easement over land in Waterville, Kennebec County, Maine, being more particularly described as follows:

An easement thirty (30) feet wide beginning approximately seventy-five (75) feet northwesterly of the southerly corner on the southwesterly line of land formerly owned by Willard J. Shirley, Sr., and now owned by Willard J. Shirley, Jr. and being more particularly described in a Deed of Distribution dated March 3, 1998 and recorded in the Kennebec County Registry of Deeds in Book 5562, Page 326, and heading in a generally southwesterly direction approximately seventy-five (75) feet, more or less, to the sewer manhole on the Countryside Estates entrance road, so-called.

Meaning and intending to convey a utility easement to Willard J. Shirley, Jr., his heirs and assigns, to be thirty (30) feet wide, fifteen (15) feet on either side of the existing sewer service, for the purposes of installation and maintenance of a sewer service to serve property of Willard J. Shirley, Jr. No permanent structures are to be built above ground on said easement area.

The above easement area crosses property formerly owned by David Green (see Book 2500, Page 205; and Book 2754, Page 83) which property has been subsequently conveyed to the Grantor herein. This instrument supplements the Easement Deed previously conveyed by David Green to Willard Shirley, Sr. dated August 18, 1989 and recorded in the Kennebec County Registry of Deeds in Book 5508, Page 310.

Peoples Heritage Savings Bank joins in this deed for the purpose of consenting to and conveying its interest in the above-described easement which is hereby conveyed subject to an Agreement regarding payment for sewerage treatment services executed concurrently with this deed. (See Exhibit A attached hereto and made a part hereof.)

Date: April 7th, 2000.

Signed, Sealed and Delivered
in the presence of

Village Green Manufactured Home
Community Partnership

Sharon Ryder
Witness

By: Timothy Ames
Timothy Ames, its Partner

Return to:
W. Shirley
501 Essex Rd
Waterville
Maine
05691

Easement

Peoples Heritage Savings Bank

Robert M. Marder
Witness

By Edith R. Scott
Edith R. Scott, its Vice President

STATE OF MAINE
County of Kennebec, ss.

Date: April 7, 2000

Personally appeared the above-named Timothy Ames, a Partner of said partnership as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his capacity, and the free act and deed of said partnership.

Before me,

Sharon Ryder
Notary Public

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STATE OF MAINE
County of Kennebec, ss.

Date: April 7th, 2000

Edith R.

Personally appeared the above-named ~~Edith~~ Edith R. Scott, Vice President of said bank as aforesaid and acknowledged the foregoing instrument to be her free act and deed in her capacity, and the free act and deed of said bank.

Before me,

Robert M. Marder, Esq.
Notary Public / ATTORNEY-AT-LAW
ROBERT M. MARDER,



Easement

**AGREEMENT REGARDING PAYMENT
FOR SEWERAGE TREATMENT SERVICES**

This Agreement is entered this 7th day of April, 2000, between **Village Green Manufactured Home Community Partnership**, a Maine partnership with offices in Skowhegan, Maine (hereafter "Village Green") and **Willard Shirley, Jr.**, of Waterville, Maine (hereafter "Shirley").

Village Green is the owner of a manufactured home community situated on the westerly side of the West River Road in Waterville, Maine. Shirley is the owner of residential property situated on the Webb Road in Waterville, Maine, which parcel abuts the northerly bounds of property owned by Village Green.

Since 1989, a sewer line serving the Shirley property has run across a portion of and tied into Village Green's sewerage system. By separate deed to be signed concurrently with this Agreement and recorded in the Kennebec County Registry of Deeds, Village Green is conveying to Shirley a thirty (30) foot easement for the purpose of maintaining this sewer service. However, in order for Shirley to reimburse Village Green for his share of the sewerage flow being added to Village Green's sewerage system, Shirley hereby agrees to reimburse Village Green on or before the 15th of each quarter (March, June, September, and December), an amount equal to the flat rate charged by the Kennebec Sewerage District for unmetered residential sewerage service (currently \$35.42 per quarter).

In the event and at such time as Village Green determines that the sewerage flow from Shirley's property exceeds the volume attributable to a flat rate charge, Shirley agrees to cooperate with all reasonable inquiries to more accurately determine the actual sewerage volume being added by Shirley to the Village Green system (which may include the requirement that Shirley's water be individually metered if determined to be necessary).

The conditions of this Agreement shall extend to and bind the heirs, administrators, successors, and assigns of each party.

Village Green Manufactured
Home Community Partnership

By: *Timothy Ames*

Timothy Ames, its Partner

RECEIVED KENNEBEC SS.

2000 MAY 31 PM 2:05

ATTEST: *Thomas R. [Signature]*
REGISTER OF DEEDS

Willard J. Shirley Jr.
Willard J. Shirley, Jr.